

## Amendment 108

### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 108 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 24<sup>th</sup> day of February, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for performing preliminary analysis on proposed functionality to allow Pierce Transit (PT) to host the service in the ORCA system delivered by Intercity Transit (IT) to jointly operate with PT the Olympia Express bus service. This work is performed per RFCS RFI 617 *Intercity Transit Olympia Express Service*.
- C. The parties agree that the work necessary for the preliminary analysis of the proposed change to allow PT to add the subject IT service to PT's system components will be performed and compensated as described below.

## **Section 1.0 Description of Work**

- 1.1 The Contractor will perform preliminary analysis to elaborate on the requirements, determine the impact to the system and define the scope of work related to allowing PT to add the subject Intercity Transit service to PT's system components.
- 1.2 The Contractor will schedule one or more meetings with the Agencies to refine the requirements.
- 1.3 The Contractor's analysis will be provided in a document and will include the following:
  - (a) An agreed list of requirements that provide a clear statement of the functionality or service requested, including any performance requirements, KPIs and constraints (if known), operating principles to include roles and security requirements.
  - (b) A written solution proposal, to include a detailed cost estimate for the solution and an initial schedule impact
  - (c) A list of configurable items that would be modified, or added, for the proposed solution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

## **Section 2.0 Compensation Changes**

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

### **VI. IMPLEMENTATION**

#### **SPECIAL PROGRAMS**

	<b>LUMP SUM COST</b>
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To perform preliminary analysis on proposed functionality to allow PT to add the subject IT service to PT's system components.	<b>\$5,120</b>

### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Eight shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

The Agencies

By: Candace Carlson  
Their: OREA Operations Manager  
On behalf of the Agencies  
Date: February 24, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

  
Elaine Aulgur

24-Feb-11  
Date

In the presence of:

  
\_\_\_\_\_  
Witness Signature

24-Feb-11  
Date

Witness name: DANNY HAZARD